



GENERAL TERMS AND CONDITIONS OF PROVIDING PAYMENT SERVICES TO LEGAL ENTITIES AND SOLE PROPRIETORS OF BULGARIAN DEVELOPMENT BANK AD

Section I. GENERAL PROVISIONS

These General Terms and Conditions sets out the terms and conditions under which Bulgarian Development Bank AD, hereinafter referred to as BDB/Bank, acting as Payment Service Provider, provides payment services to c related to the use of a payment account.

These General Terms and Conditions have been adopted pursuant to the Payment Services and Payment Systems Act (PSPSA), Ordinance No. 3 of 18 April 2018 on the terms and conditions of opening payment accounts, executing payment transactions and using payment instruments (BNB Ordinance No. 3), the instructions of the Bulgarian National Bank and the applicable laws.

These General Terms and Conditions are available at any time on Bulgarian Development Bank AD's website at: <http://www.bbr.bg/bg>.

Bulgarian Development Bank AD, having its headquarters and registered office at 1 Dyakon Ignatii Str., Sredets District, Metropolitan Municipality, Sofia, is entered in the Companies Register and the Register of Non-Profit Organizations kept by the Registry Agency, under company number (UIC) 121856059.

Bulgarian Development Bank AD is a credit institution holding Banking License No. B25/1999 issued by the Bulgarian National Bank, updated in accordance with the Credit Institutions Act Amendment and Supplementation Act by Order No. RD22-2272 given on 16 November 2009 by the Governor of the Bulgarian National Bank.

Bulgarian National Bank, 1 Knyaz Alexander I Sq., 1000 Sofia, is the competent body to regulate BDB's activities.

E-mail addresses for contact with BDB: office@bdbank.bg - for contact with the Bank's office, Customer_Service@bdbank.bg - for contact with a bank branch, DPO@bdbank.bg - for contact with the personal data protection officer of the Bank.

Section II. BACKGROUND INFORMATION

As provided for by PSPSA and the applicable legislation, BDB provides users with these General Terms and Conditions, the Tariff for the Terms and Conditions, Interest Rates, Charges, Fees and Commissions for Legal Entities and Sole Proprietors (BDB Tariff), and the special terms and conditions applicable to the relevant payment service or payment instrument. These documents are provided to the user in advance, within such period as it will be sufficient for the user to make an informed decision to be bound by these General Terms and Conditions and to sign a payment service agreement.

The Bank makes these General Terms and Conditions, the Tariff, the glossary, and the special terms and conditions of the relevant payment service or payment instrument available to the user at the Bank's premises, on its website at www.bbr.bg, or as otherwise appropriate on a durable medium in an comprehensible format in Bulgarian.

Section III. DEFINITIONS

Article 1. Payment account means an account held in the name of one or more payment service users, which is used for the execution of payment transactions.

Article 2. Payment transaction means an act initiated by the payer or the payee of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

Article 3. Payment order means any instruction by a payer or payee to the Bank, requesting the execution of a payment transaction. The payment order can be for credit transfer or direct debit.



3.1. **Credit transfer** means a national or cross-border payment service for crediting a payee's payment account through one or more payment transactions executed on payer's payment account by the payment service provider who maintains the payer's payment account on the basis of an order given by the payer.

3.2. **Direct debit** means a national or cross-border payment service for debiting a payer's payment account where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or the payer's own payment service provider. .

Article 4. Money remittance means a payment service where funds are received from a payer, without any payment accounts being created in the name of the payer or the payee, for the sole purpose of transferring a corresponding amount to a payee or to another payment service provider acting on behalf of the payee, and/or where such funds are received on behalf of and made available to the payee.

Article 5. Payer means a natural or legal person who holds a payment account and allows a payment order from that payment account, or, where there is no payment account, a natural or legal person who gives a payment order;

Article 6. Payee means a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction;

Article 7. Payment service user means a natural or legal person making use of a payment service in the capacity of either payer or payee, or both

Article 8. Account Holder is a legal entity or sole proprietor that uses a payment service, in whose name a payment account is created.

Article 9. Business day means a day on which the relevant payment service provider of the payer or the payment service provider of the payee involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction;

Article 10. Cut-off time is the latest time in a business day a payment order can be processed. Payment orders received after the

cut-off time are considered received on the next business day.

Article 11. Value date means a reference time used by the Bank for the calculation of interest on the funds debited from or credited to a payment account; When no interest is agreed on the payment account, the value date shall be the date on which the Bank is obliged to debit or credit the payment account.

Article 12. Third party payment service providers or Third party providers means the providers of account information services and the providers of payment initiation services.

Article 13. Unique identifier (IBAN) means an international account number communicated by the Bank, representing a combination of letters, numbers or symbols to be provided by the payment service user to identify unambiguously the other payment service user and/or his payment account for a payment transaction;

Section IV. SIGNING A FRAMEWORK AGREEMENT

Article 14. (1) These General Terms and Conditions have the legal effect and consequences of a framework agreement as provided for by the Public Procurement Act.

(2) A framework agreement shall be signed in Bulgarian. As agreed by the parties, it can be signed in any other language. All notices, documents and correspondence between the parties shall be made as provided for by these General Terms and Conditions.

(3) A framework agreement shall be executed personally by the Account Holder, or by a person that represent the Account Holder by law, or by an authorized signatory of the Account Holder acting under a special power of attorney with notarization of the signature.

(4) The Bank may refuse to accept a power of attorney if the scope of the representative powers of the authorized person is not clear and exhaustive. Any change in a power of attorney submitted to the Bank, including withdrawal, shall be effective with respect to the Bank from the time the Bank is notified of such change by the Account Holder in writing.

Article 15. The agreement made by and between the Bank and the Account Holder

shall be indefinite, unless the parties agree otherwise.

Section V. PAYMENT SERVICES

Article 16. (1) The Bank shall provide payment services to legal entity or sole proprietor, as follows:

1. Services related to the deposit of cash in a payment account, as well as the related operations for servicing a payment account;

2. Services related to cash withdrawal from a payment account, as well as the related operations for servicing a payment account;

3. Execution of payment transactions, including transfer of funds to a payment account of the user opened with the Bank or with any other payment service provider:

(a) Execution of direct debits, including one-off direct debits;

(b) Execution of credit transfers;

4. Execution of payment transactions, when the funds are part of a loan granted to the payment service user:

(a) Execution of direct debits, including one-off direct debits;

(b) Execution of credit transfers;

5. Issuance of payment instruments and/or acceptance of payments with payment instruments.

6. Execution of money remittances.

(2) The Bank shall not provide payment services for the execution of money remittances to persons who are not clients of the Bank, i.e. who have not entered into a legal relationship with the Bank for the provision of banking services provided under its banking license.

(3) The Account Holder may use a payment service of BDB only upon identification, or identification of the persons representing or authorized by the Account Holder. The identification shall take place in compliance with the applicable regulatory requirements and the internal rules and procedures applied by BDB.

(4) The Bank shall provide payment services only after an individual Payment Service Agreement is signed, with these General Terms and Conditions being an integral part thereof, on the basis of which a payment account has been opened with the Bank.

Section VI. PAYMENT ACCOUNTS

Article 17. (1) A payment account is an account held in the name of one or more payment service users, which is used for the execution of

(2) The Bank shall open and service payment accounts as follows:

17.1. Current accounts;

17.2. Other types of payment accounts, which are serviced under contractual terms and the current legislation.

(3) The Bank shall open payment accounts for legal entities and sole proprietors without a signed agreement or operating loan with BDB, or for persons related to clients of BDB, only after approval by a member of the Management Board or another authorized person.

(4) The Bank shall refuse to open an account in case the requirements of PSPSA, the Anti-Money Laundering Act (AMLA), the Countering Financing of Terrorism Act (CFTA), the Tax and Social Security Procedure Code (TSPC), the Implementing Instruments of the above, and the applicable Internal Regulations of the Bank.

Article 18. (1) A payment account shall be created after submission of a request form and all documents required for the opening of an account, as provided for by BNB Ordinance No. 3, and after submission of such documents, declarations and information as required by any other applicable regulations.

(2) The Bank may request from the Account Holder additional documents for account opening and maintenance purposes, notifying the person opening the account before signing a framework agreement and a payment service agreement.

(3) The Bank shall examine the form of the documents submitted, incl. the powers of attorney and the signatures thereon, and shall not be liable for any damages suffered as a result of a payment transaction, incl. cash withdrawal, executed on the basis of a false or inaccurate document that seems in order.

(4) The Account Holder shall notify the Bank and produce the relevant evidence within 7 days of any change in the circumstances under which the account has been opened and serviced. Any change in the information stated

in a submitted document shall be considered effective from the time the Bank has been notified of such change by the Account Holder, or a person authorized thereby, in writing.

(5) The Bank shall not be liable for any damages and/or lost profits suffered from any payment made before a written notice of change in the stated information, or in the event of loss, theft or destruction of an identity document or power of attorney.

Article 19. (1) The Bank shall open a current account for the storage of money, payable at sight without a period of notice by the Account Holder to the Bank and for the execution of payment transactions, such as placing, transferring and withdrawing funds.

(2) All payment services can be used through current accounts, unless the Bank and the Account Holder agree on a limited scope of the payment services used.

Article 20. (1) The Bank shall open special accounts as a type of payment accounts, when this is explicitly provided for by the current legislation.

(2) The current General Terms and Conditions shall apply to the account referred to in paragraph 1 above, insofar as no specific provisions are made by the applicable legislation.

Article 21. (1) Besides the special accounts referred to in Article 20, the Bank may open special accounts as a type of payment accounts, which shall be serviced under such terms and conditions as agreed upon by the Bank and the Account Holder.

(2) The current General Terms and Conditions shall accordingly apply to the accounts referred to in paragraph 1 above, unless otherwise agreed upon by the parties in the individual agreement signed between them.

Section VII. EXECUTION OF PAYMENT TRANSACTIONS

Article 22. (1) The account funds can be disposed of only by order or with the consent of the Account Holder up to the amount of the funds available on the account or the allowed overdraft and under such terms as set by the Account Holder. If no such consent is given, the payment transaction shall be unauthorized.

(2) Authorization shall be given before the execution of a payment transaction. Exceptionally, for some payment transactions, authorization can be given after their execution, under such terms as agreed upon with the Account Holder.

(3) The consent for the execution of a payment transaction shall be given as provided for by these General Terms and Conditions, the E-Banking General Terms and Conditions or as explicitly agreed upon by and between the Account Holder and the Bank in the Payment Service Agreement. Consent is given personally by the Account Holder or through the payee or payment initiation service provider.

(4) To ensure the timely and accurate execution of a payment order, the Account Holder shall fill in accurately, completely and faithfully the payment documents with all required details, incl. unique identifier (IBAN) of the bank account. Should a law or regulation requires any additional information and/or document, the payment transaction shall be executed after such additional information and/or document is duly submitted.

(5) By signing the order/consent, the Account Holder confirms that the details and information contained therein are true, accurate and complete.

Article 23. (1) The Bank shall perform payment transactions in local and foreign currency in Bulgaria and abroad, upon receipt of duly completed payment forms on paper or on the electronic channel of BDB, accompanied by any duly completed documents, if such are required for the execution of the payment transaction.

(2) All registered payment documents duly dated and timed in the order submitted shall be considered received by BDB.

(3) The time of receipt of a payment order shall be the time BDB receives the payment order on paper or through the electronic channel. When a payment order is received on a non-business day for BDB, it shall be considered received on the following business day.

(4) When the Account Holder and BDB agree to execute a payment order on a certain day or on the day following the expiration of a certain



period, or on the day when the payer provides BDB with the necessary funds for the execution of the order, the time of receipt of the payment order shall be the agreed day, and when this day is a non-business day for BDB – the next business day.

(5) The Bank shall set a time within a business day, after which each payment order shall be deemed received on the next business day (the so-called cut-off time). The cut-off time shall be set out in the current Tariff and at the BDB's premises.

Article 24. (1) The Bank shall make the payments in the chronological order in which the payment documents are received by the Bank, except in the event of enforced collection of any claims.

(2) The Bank shall not make any partial payments on separate payment orders. Partial payments can be made in case of enforcement as provided for by the law, when the Bank makes an ex officio corrective transfer and/or exercises its right to direct debit.

Article 25. Every duly completed payment order received by the Bank shall be processed with a value date as provided for by PSPSA, BNB Ordinance No. 3, the instructions of the Bulgarian National Bank, these General Terms and Conditions (Appendix 1: Cut-off Times for Payment Orders) and BDB Tariff.

Article 26. The Bank shall not be liable if, in good faith, in accordance with these General Terms and Conditions, it has executed a payment transaction ordered in writing by a person whose specimen on the payment order corresponds to the specimen of the person who holds the rights of disposal for the account and who, unambiguously, is a person authorized to dispose of the funds available therein. The risk and consequences of executing a payment order that is seemingly in order, but, in fact, is false or accompanied by false documents and statements, shall remain at the expense of the Account Holder.

Article 27. (1) The Bank shall not be liable for any failed or inaccurate execution of a payment transaction in case of inaccuracy of the unique identifier indicated by the payment service user.

(2) Upon execution of a payment order in accordance with the unique identifier indicated therein, the order shall be considered duly

executed with respect to the payee indicated with this unique identifier.

Article 28. The Bank does not control the subject and/or the legality of the transaction, which is the basis for the transfer, unless any regulation provides for such obligation. BDB shall not be liable for the usual banking intermediation in any transactions of any clients of the Bank concluded in violation of any regulation.

Section VIII. EXECUTION OF CREDIT TRANSFERS

Article 29. The Bank shall execute credit transfers and debit the account of the Account Holder based on a payment order in accordance with the cut-off times for payment orders (Appendix 1). Credit transfers shall be executed in accordance with these General Terms and Conditions, the individual Payment Service Agreement and the applicable laws in force.

Article 30. Payment transactions ordered by the Account Holder shall be executed by BDB on the day the Bank receives duly completed payment documents, if the Account Holder's account has sufficient funds in it to cover for the transaction, including for the cost of transfer and all fees due to BDB for the transaction according to the applicable for the time being Tariff of the Bank, and upon submission of all required documents.

Article 31. (1) The payer may, as provided for by PSPSA, Article 82, request from the Bank a refund of the entire amount of a payment transaction already executed and authorized, when it is ordered by or through the payee and the following conditions are met:

1. At the time of granting the authorization for execution of the payment transaction its exact value is not indicated; and

2. The value of the payment transaction exceeds the value expected by the payer in view of previous expenses incurred by the payer for similar transactions, the terms and conditions of the framework agreement and other case-specific circumstances.

(2) The refund request under paragraph 1 shall be sent by the payer within 56 days from the day payer's account was debited. At the request of the Bank, the payer shall submit proof that the provisions under paragraph 1 are

met.

(3) The refund shall include the entire amount of the executed payment transaction, and the value date for crediting payer's payment account shall be no later than the date on which the account was debited with the amount of the payment transaction.

(4) For the purposes of paragraph 1, subparagraph 2, the payer may not refer to any reasons related to a currency exchange, which has been done at the reference exchange rate agreed with the Bank.

(5) The payer shall not be entitled to a refund under paragraph 1, when the payer has consented to the execution of the payment transaction directly to the Bank and the Bank or the payee has provided or has made available to the payer information about the forthcoming payment transaction as agreed at least 28 days before the date of execution of the payment transaction.

Section IX. EXECUTION OF A DIRECT DEBIT IN NATIONAL CURRENCY

Article 32. The Bank shall execute payment transactions using direct debit in BGN as provided for by the current legislation and under the following terms and conditions:

32.1. The Account Holder (payer) has given prior consent for direct debit in the required form. The Account Holder shall send a copy of the consent to the payee;

32.2. Payer's account has sufficient funds or an authorized credit to cover for the execution of the direct debit payment order and the expenses according to the applicable for the time being Tariff;

32.3. All conditions for the execution of the direct debit payment order are met, including all documents, if such are required.

Article 33. In case the payer has specified any conditions for the execution of a direct debit, BDB shall make a payment on a direct debit order after performing a formal check as to whether the set conditions for the transfer are met and after examining the submitted documents only for whether they seem in order.

Article 34. If a direct debit order is not executed on the indicated execution date due to non-fulfillment of the execution conditions

referred to in Article 32 above, BDB shall retain the direct debit order for up to 5 business days from the date of receipt thereof or from the execution date if different. If no change in the existing situation occurs during this period, BDB shall refuse the direct debit order and inform payee's payment service provider.

Section X. REFUSAL TO EXECUTE A PAYMENT TRANSACTION

Article 35. The Bank may refuse to execute any payment order in the following cases:

35.1. The payer has submitted payment documents that are not complete and/or do not contain all the required standard details, i.e. there is missing, incomplete or inaccurate information;

35.2. The payment order is incomplete, i.e. all or any of the required documents are not submitted (proofs of expense, statements, permits, licenses, etc.);

35.3. The payer has not provided on the date of execution of the payment transaction sufficient available funds to cover for the payment transaction amount and for the charges and commission fees due to BDB and the other parties involved in the payment process.

35.4. The execution of the payment order by BDB would lead to a breach of any internal regulations of BDB, mandatory provision of the Bulgarian law, court order or other statutory instrument.

Article 36. (1) The Bank may refuse to execute, delay or suspend the execution of a payment transaction, in case of any suspicion that the transaction does not comply with the provisions of the AMLA, the Implementing Regulations thereof, CFTA and/or TSSPC, or if it is necessary to carry out additional checks to establish the facts and circumstances related to the implementation of these regulations and Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds and repealing Regulation (EC) 1781/2006, or to comply with the requirements agreed with the correspondent banks.

(2) The Bank shall not execute any payment transaction order to any person who has any international sanctions or embargoes imposed

thereon or any internal restrictions adopted as provided for by the law.

Article 37. Should BDB refuse to execute a payment order and no prohibition to provide information under any other law or regulation of the European Community is in place, the Bank shall give the payer a written notice of refusal and, if possible, give the reasons for and how to correct the factual errors that led to such refusal. The written notice requirement may not be complied with by BDB if such notice can be given immediately to the payer at the time of executing the transaction.

Article 38. (1) The payer may reorder the same payment transaction as provided for by the current legislation and these General Terms and Conditions, for which the payer must submit new payment documents completed with all standard details. This can be done after the payer is able to provide sufficient available funds to cover for the payment transaction amount and the charges and commission fees due to BDB.

(2) The payer may not reorder the same payment transaction when the payment transaction does not meet the requirements of AMLA, the Implementing Regulations thereof, CFTA, and/or TSSPC, as well as in the cases of Article 36, paragraph 2.

Section XI. IRREVOCABILITY OF A PAYMENT ORDER

Article 39. (1) After receiving a payment order from the Bank, the payment service user cannot revoke it.

(2) When a payment transaction is performed on the initiative of a payment initiation service provider or by or through the payee, the payer cannot revoke the payment order after having given consent to the payment initiation service provider to initiate the payment order transaction, or after having given consent for the payment transaction to be executed in favor of the payee.

(3) In such cases as referred to in Article 23, paragraph 4, the payment service user may cancel the payment order at the latest by the end of the business day preceding the agreed day.

(4) For direct debit, the payer may cancel the payment order no later than the end of the

business day preceding the agreed day for debiting payer's account.

(5) Upon expiration of the deadlines referred to in paragraphs 1-4, but not later than the crediting of the payee's account, the payment order may be revoked only with the consent of the payment service user and the Bank, and in the cases referred to in paragraphs 2 and 4 payee's consent is also required.

Article 40. In the event of cancellation of a payment order, the Account Holder shall be charged according to BDB's Tariff.

Article 41. The Bank shall accept any payment order cancellation request only in writing made by the Account Holder (payer), or a person authorized thereby as well as any request made through the E-Banking service by any person authorized with the relevant active powers (of disposal).

Section XII. EXECUTION OF EX OFFICIAL TRANSACTIONS ON CLIENT'S ACCOUNTS

Article 42. Subject to the provisions of the current legislation, the Bank may credit the accounts opened with the Bank, without the explicit prior consent of the Account Holder, or a person authorized thereby, in the following cases:

42.1. Upon enforcement on the funds in the accounts as provided for by the law;

42.2. When executing any ex officio corrective transfers as provided for by the Public Procurement Act and BNB Ordinance No. 3, in which case BDB may debit any account of its clients in the amount of any unduly received amounts as a result of any wrong instructions and/or technical errors made in the execution of payment transactions. In this case, BDB shall execute the corrective transaction in the amount to be adjusted, even if it cannot otherwise execute transactions from the bank accounts and/or the accounts have been attached.

42.3. Upon ex officio collection of claims for amounts due by the Account Holder, based on the consent given in favor of BDB pursuant to these General Terms and Conditions, as well as in any other case as agreed between the Account Holder and BDB.

Article 43. In case of insufficient balance on the account, all uncollected amounts shall be

deducted automatically as soon as any funds are received on the account.

SECTION XIII. RELATIONS WITH THIRD PAYMENT SERVICE PROVIDERS

Article 44. (1) For the execution of a payment transaction by the Bank, initiated through a payment initiation service provider, the following conditions must be met:

1. Payer's account must be available online through the Bank's E-Banking service;
2. The payer must have given consent to the Bank to execute payment transactions initiated through payment initiation service providers;
3. the Bank must have received a payment order in accordance with the Bank's standards through a payment initiation service provider as required by the law and the regulations of the Bank;
4. The provisions of Article 47 for denial of access to payer's account must not be in place/the reasons for the access denial must no longer exist.

(2) The Bank is not a party in the relationship between the user and the payment initiation service provider.

(3) The Bank shall apply the same terms and conditions, as to time limits, priority, or charges, to payment orders submitted through a payment initiation service provider and payment orders submitted directly by the payer, unless there are objective reasons for applying different terms and conditions.

(4) The payment transaction, initiated through a payment initiation service provider, is a procedure used for submitting a payment order and as such is a payment instrument within the meaning of PSPSA.

Article 45. (1) For the provision of information on behalf of an account holder in the Bank to a payment service provider providing account information services, the following conditions shall be met:

1. The Account Holder's account must be available online through the E-Banking service of the Bank;
2. The Account Holder has given consent to the Bank to provide information about the account(s).

3. The provisions of Article 47 for denial of access to the Account Holder's account must not be in place/the reasons for the access denial must no longer exist.

(2) The Bank is not a party in the relationship between the Account Holder and the account information service provider.

Article 46. (1) The Bank may deny a payment initiation service provider or an account information service provider access to a payment account for objective reasons supported by evidence of unauthorized access or access to the account for the purpose of fraud by any of the payment service providers referred to above, including unauthorized initiation of a payment transaction or initiation of a payment transaction for the purposes of fraud.

(2) In the cases referred to in paragraph 1 the Bank shall notify the payer of such denial and the reasons for it, if possible before access is denied or at the latest immediately thereafter, except when the provision of such information is prohibited for security reasons or to comply with any regulatory requirements that prevent the payer from obtaining such information. As soon as the reasons for the denial no longer exist, the Bank shall allow access to the payment account.

Section XIV. PROVISION OF INFORMATION ABOUT PAYMENT TRANSACTIONS

Article 47. (1) The Bank shall provide the user with information about all payment transactions executed and balance available on their accounts within such time, in such amount and details as provided for by PSPSA and BNB Ordinance No. 3.

(2) Standard account statements shall be given on a monthly basis free of charge through the E-Banking service or on paper if the user does not use the E-Banking service. The user may request any other interval of time in the documents for the opening of an account or by making an explicit request for the account statement schedule to be changed.

(3) After the payer's account is debited with the payment transaction amount under these General Terms and Conditions, the Bank shall immediately provide the following information on paper or other durable medium:



1. registration number of the payment transaction and, where necessary, information about the payee;
 2. the value of the payment transaction in the currency in which the payer's payment account was debited, or in the currency specified in the payment order;
 3. information about the amount and type of all charges and interest due by the payer for the payment transaction;
 4. the exchange rate used by the Bank in the payment transaction and the value of the payment transaction after the foreign exchange;
 5. the value date of debiting the payment account or the date of receiving the payment order.
- (4) After the execution of a payment transaction under these General Terms and Conditions, BDB shall provide the payee in due time on paper or other durable medium with the following information:
1. registration number and information about the payer, as well as any other information accompanying the payment transaction;
 2. the value of the payment transaction in the currency in which the payment account of the payee was credited;
 3. information about the amount and type of all charges and interest due by the payee for the payment transaction;
 4. the exchange rate used in the payment transaction by payee's payment service provider and the value of the payment transaction before the foreign exchange;
 5. the value date of crediting payee's account.

Section XV. CHARGES, FEES AND COMMISSIONS

Article 48. (1) For any payment and other services used and in connection with the agreements made under these General Terms and Conditions, the Account Holder shall owe to BDB such charges, fees and commissions of such type and amount and in such intervals as provided for by BDB's Tariff that was applicable on the date of payment.

(2) By signing these General Terms and Conditions, the Account Holder gives consent

for the Bank to collect ex officio from the account, or, in case of insufficient funds therein, from any other account the Account Holder has with the Bank, any amount referred to in paragraph 1, and to deduct any fees due to the Bank from any payment transactions received.

(3) In the event of such ex officio collection by the Bank from an account in a currency other than the currency of the debt, the Bank shall collect it from this account applying BNB's official reference exchange rate for the relevant currency on the day of the transaction.

SECTION XVI. UNAUTHORIZED AND INCORRECTLY EXECUTED PAYMENT TRANSACTIONS. RESPONSIBILITIES.

Article 49. (1) When a payment service user claims that they have not authorized the execution of a payment transaction or that a payment transaction has been executed incorrectly, the user shall bear the burden of proof in establishing the authenticity of the payment transaction, its accurate registration, accounting and that the transaction is not affected by any technical failure or other defect.

(2) Should a payment transaction is initiated through a payment initiation service provider, they shall bear the burden of proof in establishing the authenticity of the payment transaction, its accurate registration and the fact that the transaction is not affected by any technical failure or other defect related to the payment service they are in charge of.

(3) Authentication is a procedure that allows the Bank to verify the lawful use of a payment instrument, including its personalized security credentials.

Article 50. The Bank shall correct a payment transaction if it considers there is a valid reason to do so and provided that the payment service user has notified the Bank, without undue delay, after learning of the unauthorized or incorrectly executed transaction upon receipt of the information under Article 47, but not later than one (1) month from the date of debiting the payment service user's account.

Article 51. (1) In the event of an unauthorized payment transaction, including when it is initiated through a payment initiation service provider, the Bank shall immediately refund to

the payer the value of the payment transaction, in any case not later than the end of the next business day after learning or been notified as provided for by Article 50, except when the Bank has reasonable suspicions of fraud and notifies the relevant competent authorities of that. Where necessary, the Bank shall restore the account in the condition it would have been if the unauthorized payment transaction had not been executed.

Article 52. (1) In its relationship with the user, the Bank shall not apply Article 91 of PSPSA. Upon submission of a payment order by the payer, the Bank shall be responsible for the correct execution of the payment transaction if the payment order amount is made available on the account of the payee's payment service provider immediately.

Article 53. (1) In its relationship with the user, the Bank shall not apply Article 92 of PSPSA. Upon submission of a payment order by/through the payee, the Bank, when the payment service user is a payee, shall ensure the accurate transmission of the payment order. The Bank shall not be liable for any payment order not executed in time by the payer's bank.

Article 54. (1) The Bank shall not be liable to the users for any charges and fees paid by and for the refund of any interest accrued to the users resulting from any unexecuted/inaccurately executed, including delayed, payment transaction.

(2) Responsibility for any indirect damages shall be borne as provided for by the general provisions of the Civil Procedure Code.

Section XVII. RESTRICTIONS ON THE USE OF A PAYMENT INSTRUMENT. SAFETY MEASURES.

Article 55. The restrictions on the use of a payment instrument, as well as the protective measures, are set put in the E-Banking General Terms and Conditions of Bulgarian Development Bank AD.

Section XVIII. AMENDMENTS AND NOTICES

Article 56. (1) The Bank shall notify the Account Holder of any planned amendment to these General Terms and Conditions and the Tariff for the Terms and Conditions, Interest

Rates, Charges, Fees and Commissions for Legal Entities and Sole Proprietors, with regard to the payment services provided, within not less than two months before the proposed effective date of such amendment, by a notice displayed at the Bank's premises, or published in the electronic banking system or on the Bank's website at www.bbr.bg. The Account Holder may receive any planned amendment on paper at the Bank's premises.

(2) The Account Holder shall be bound by any such amendment, unless they notify BDB in writing that they do not accept the amendment before the effective date thereof. Should the Account Holder do not agree with any proposed amendment, they may terminate the agreements signed with BDB and close their payment accounts at any time before the amendment takes effect, without being liable to pay any costs or indemnity.

Section XIX. TERMINATION OF THE FRAMEWORK AGREEMENT

Article 57. (1) The Account Holder may at any time terminate the agreement without being obliged to give notice to BDB, unless the parties have agreed otherwise, provided that the Account Holder has no outstanding liabilities to BDB.

(2) Upon termination of any agreement at the request of the Account Holder, which has been in force for more than 6 months, the Account Holder shall not owe any charges or penalties for such termination.

(3) The amount of fees or penalties for termination of the agreement is determined in accordance with the current Tariff of BDB, unless explicitly agreed otherwise between the parties.

Article 58. The Bank may terminate any open-ended agreement by two months' notice. The notice shall be given to the Account Holder on paper or any other durable medium.

Article 59. Upon termination of any agreement, the Account Holder shall pay the payment services fees charged from time to time under the agreement pro rata to the expired period of validity of the agreement. Where such fees are paid in advance, they shall be refunded pro rata to the period of termination.

Article 60. Articles 57 to 59 shall not apply in the event of termination of an agreement for any failure by a party to fulfil an obligation.

Article 62. Upon closing a payment account, the Bank shall reimburse to the Account Holder the remaining funds on the account or the funds not used for payment transactions or account maintenance fees.

Section XXI. APPLICABLE LAW AND LEGAL PROTECTION

Article 63. To any matters not settled in these General Terms and Conditions, the Agreement signed between the Account Holder and BDB, the provisions of PSPSA, BNB Ordinance No. 3, the Credit Institutions Act, the Electronic Document and Electronic Signature Act, the Remote Financial Services Act and all other relevant provisions of the applicable law shall apply.

Article 64. If any of the provisions of these General Terms and Conditions is or becomes invalid, this shall not affect the enforceability of the other provisions of the General Terms and Conditions.

Article 65. (1) The Bank and the Account Holder shall make efforts and strive to settle any dispute between them through negotiation and by mutual agreement out of court.

(2) In connection with the provision of payment services, the Account Holder may submit a written complaint to BDB, including by e-mail at complaints@bdbank.bg.

(3) The Bank shall pass a decision, and notify the Account Holder in writing accordingly, on any complaint within 15 business days, as provided for by BDB's Complaint Acceptance and Processing Procedure available on the Bank's website.

(4) As an exception, when BDB cannot pass a decision within the period referred to in paragraph 3 for any reasons beyond its control, BDB shall send to the Account Holder a reply in which it shall clearly specify the reasons for such delay and the period within which the Account Holder will receive a decision on their complaint. In this case, the period of receipt of a decision may not exceed 35 business days of receipt of the complaint.

Article 66. Should BDB fail to pass a decision on any complaint within the periods referred to in Article 65, or when no agreement is reached

between BDB and the Account Holder, or when the decision of the Bank does not satisfy the Account Holder, the Account Holder may refer the dispute to the competent Bulgarian court.

Section XXI. CORRESPONDENCE

Article 67. Any correspondence between the parties shall be in Bulgarian, in writing, to the addresses of BDB and the Account Holder specified in the Agreement. Any communication shall be in writing and sent to the specified addresses, by fax and/or e-mail, unless otherwise provided for in these General Terms and Conditions and the agreements.

Section XXII. OTHER PROVISIONS

Article 68. (1) As a personal data controller, BDB shall comply with the European laws and the legislation of the Republic of Bulgaria, including Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

(2) The personal data of the clients shall be processed lawfully if at least one of the conditions under Article 6, paragraph 1 of the said Regulation exists.

(3) Detailed information about the types of personal data processed can be found on BDB's website at http://www.bbr.bg/bg/info/privacy_policy.

Article 69. (1) Any facts and circumstances concerning the balance and transactions on clients' accounts and deposit accounts shall constitute a bank secret.

(2) The Bank may disclose information and data that constitutes a bank secret within the meaning of the current Bulgarian legislation only to institutions, bodies and persons authorized by the law and only in such cases as explicitly provide for by any law and/or regulation, and in compliance with all statutory provisions and procedures in this regard.

(3) The Account Holder shall not disclose to any third party any details of the Account Holder's bank accounts or otherwise create preconditions for access to information, data and documents related to the Account Holder's



accounts, and shall take all measures against any possibility of having any transaction executed on them by any unauthorized person.

(4) Should the Account Holder use any services of third party providers, the Account Holder shall be deemed to have given consent for the Bank to disclose any bank secret to the third party payment service providers.

Article 70. The Bank is obliged to apply the measures and observe the obligations provided for by the special anti-money laundering and fight against terrorism laws. The Account Holder is obliged to provide all required documents for their own identification, and for the identification of any representative and person authorized to dispose of the funds available on the accounts.

Article 71. (1) The funds on the accounts shall be guaranteed by the Bank Deposit Guarantee Fund created and operating in the Republic of Bulgaria up to the guaranteed amount (BGN 196,000) as provided for by the Bank Deposit Guarantee Act (BDGA).

(2) The Bank shall provide the Account Holder with a Depositor Information Bulletin /'Information Bulletin'/ and any additional information provided for by BDGA.

(3) The Information Bulletin, which shall contain basic information about the protection of deposits prepared in accordance with the

Credit Institutions Act, shall be provided by BDB to the Account Holder before concluding an agreement and thereafter at least once a year.

These General Terms and Conditions were adopted by a resolution of the Management Board of Bulgarian Development Bank AD as per Minutes No. 48 of 10 July 2018, as amended as per Minutes No. 81 of 19 December 2018, Minutes No. 5 of 6 February 2020, and came into force on 7 April 2020.

CLIENT:

/full name and signature/

I have received a copy of these General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors of Bulgarian Development Bank AD

Authorized Signatory

/full name and signature/

I have received a copy of these General Terms and Conditions of Providing Payment Services to Legal Entities and Sole Proprietors of Bulgarian Development Bank AD

CUT-OFF TIMES FOR PAYMENT ORDERS

I. Transfers in foreign currency

1. Transfers in foreign currency ordered with a standard value date (two business days after the order date)				
Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 4:30 PM</i>	two business days after the date of receiving the order (D+2)	two business days after the date of receiving the order (D+2)	
<i>On paper</i>	<i>By 4:30 PM</i>	two business days after the date of receiving the order (D+2)	two business days after the date of receiving the order (D+2)	
2. Transfers in foreign currency ordered with an express value date (one business day after the order date)				
Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 4:30 PM</i>	one business day after the date of receiving the order (D+1)	one business day after the date of receiving the order (D+1)	
<i>On paper</i>	<i>By 4:30 PM</i>	one business day after the date of receiving the order (D+1)	one business day after the date of receiving the order (D+1)	
3. Transfers in foreign currency ordered with a super express value date (the same day as the order date)				
Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 3:00 PM</i>	The same business day (D)	The same business day (D)	<i>The Bank reserves the right to refuse to execute a transfer with a super express value date</i>
<i>On paper</i>	<i>By 2:30 PM</i>	The same business day (D)	The same business day (D)	<i>The Bank reserves the right to refuse to execute a transfer with a super express value date</i>
4. Transfer in EUR for EU Member States ordered with a standard value date (one business day after the date of receiving the order)				

Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 4:30 PM</i>	one business day after the date of receiving the order (D+1)	one business day after the date of receiving the order (D+1)	
<i>On paper</i>	<i>By 4:30 PM</i>	one business day after the date of receiving the order (D+1)	one business day after the date of receiving the order (D+1)	
5. Transfer in EUR for EU Member States ordered with a super express value date (the same day as the order date)				
Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 3:00 PM</i>	The same business day (D)	The same business day (D)	<i>The Bank reserves the right to refuse to execute a transfer with a super express value date</i>
<i>On paper</i>	<i>By 2:30 PM</i>	The same business day (D)	The same business day (D)	<i>The Bank reserves the right to refuse to execute a transfer with a super express value date</i>

Notes:

1. Tables 1, 2 and 3 refer to all foreign currency transfers except those listed in Tables 4 and 5.
2. Orders submitted to the Bank after the specified cut-off times shall be processed on the following business day and the value date shall be calculated accordingly.
3. Outgoing transfers in EUR for EU Member States:
 - 3.1. Transfer orders for amounts equal to or greater than EUR 50,000 for EU Member States shall be executed as super-express.
 - 3.2. Transfer orders for amounts less than EUR 50,000 for EU Member States shall be executed as super-express only at the request of the client. In all other cases, these transfer orders shall be executed as standard.
 - 3.3. For orders in EUR for EU Member States, each party shall pay the fees of its payment service provider, i.e. fees are always 'SHA' ('SHARED').

Channel:	Cut-off time (D)	Debit Value Date (at originator's expense)	Value date with the correspondence bank	Comment
<i>Electronic channel</i>	<i>By 4:30 PM</i>	The same business day (D)	The same business day (D)	
<i>On paper</i>	<i>By 4:30 PM</i>	The same business day (D)	The same business day (D)	

Note: Orders submitted to the Bank after the specified cut-off times shall be processed on the following business day and the value date shall be calculated accordingly.

Transfers received in foreign currency				
Payment system:	Hours within which the Bank receives payment instructions	Value date with the correspondence bank	Credit value date (at payee's account)	Comment
<i>TARGET2/SEPA/SWIFT</i>	<i>from 8.45 AM to 5.30 PM</i>	The same business day (D)	The same business day (D)	<i>Transfers received after 5 PM with same-day value date shall be credited to payee's account on the next business day with the value date of the payment instruction</i>